

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2021-276-C**

Application of	)	
	)	
	)	
<b>ExteNet Asset Entity, LLC</b>	)	
	)	
for a Certificate of Public Convenience	)	
and Necessity to Provide Competing	)	<b>APPLICATION</b>
Local Exchange, Exchange Access and	)	
Interexchange Telecommunications	)	
Services in the State of South Carolina.	)	
and for Alternative and Flexible	)	
Regulation	)	

ExteNet Asset Entity, LLC (“EAE” or “Applicant”), by undersigned counsel and pursuant to South Carolina Code § 58-9-280, and the rules and regulations of the Public Service Commission of South Carolina (“Commission”), hereby request the issuance of a Certificate of Public Convenience and Necessity (“CPCN”) to Applicant to provide facilities-based and resold local exchange (including exchange access) and interexchange telecommunications services throughout the State of South Carolina.

Further, pursuant to S.C. Code §58-9-585 and the general regulatory authority of the Commission, Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. Applicant also requests flexible regulation for its local exchange telecommunications services in accordance with procedures authorized in Order No. 98-165 in Docket No. 97-467-C.

This Application is being filed to implement a plan that will expand the ExteNet family of authorized operating companies to better align their businesses with current and future customer focus and growth and to obtain additional debt financing. As a result of certain internal changes, ExteNet Systems, Inc. (“ESI”), will assign to EAE, and EAE will thereafter, operate certain network infrastructure and related assets, including ESI’s customer accounts and contracts, antennas, fiber and other telecommunications equipment, with which EAE will serve the wireless service provider (“WSPs”) customers which are parties to the assigned contracts.<sup>1</sup> Following the *Pro Forma* Assignment, EAE will primarily provide service and networks targeted to WSPs. ESI will continue to operate under its existing certificate and will focus on continuing to develop, sell, and construct new distributed networks and providing “lit” services to commercial users and new services.

Applicant submits the following information in support of its Application.

## **I. INTRODUCTION**

### **A. The full name, address, and contact information for Applicant:**

ExteNet Asset Entity, LLC  
 3030 Warrenville Rd., Suite 340  
 Lisle, IL 60532  
 Tel: (630) 505-3800  
[www.extenetsystems.com](http://www.extenetsystems.com)

Contact person and address at Applicant is:

Brian Kirk  
 Deputy General Counsel  
 ExteNet Asset Entity, LLC  
 3030 Warrenville Road, Suite 340  
 Lisle, IL 60532  
 630-245-1905 (tel)  
[bkirk@extenetsystems.com](mailto:bkirk@extenetsystems.com)

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<sup>1</sup> EAE and ESI will concurrently file a Joint Application for approval from the Commission for this assignment (“*Pro Forma* Assignment”).

**B. Correspondence concerning this Application should be directed to:**

Jack Pringle  
 Adams and Reese, LLP  
 1501 Main Street, 5th Floor  
 Columbia SC 29201  
 Tel: 803-343-1270  
[jack.pringle@arlaw.com](mailto:jack.pringle@arlaw.com)

With a copy to:

Ronald W. Del Sesto, Jr.  
 Stephany Fan  
 Morgan Lewis & Bockius LLP  
 1111 Pennsylvania Ave., N.W.  
 Washington, DC 20004  
 Tel: 202-739-3000  
 Fax: 202-739-3001  
[ronald.delsesto@morganlewis.com](mailto:ronald.delsesto@morganlewis.com)  
[stephany.fan@morganlewis.com](mailto:stephany.fan@morganlewis.com)

**C. In support of this Application, the following exhibits are attached hereto:**

Exhibit A – Formation Documents

Exhibit B – Authority to Transact Business

Exhibit C – Proposed Tariff

Exhibit D – Financial Information - **Confidential/Filed Under Seal**

Exhibit E – Management Biographies

**II. DESCRIPTION OF THE APPLICANT**

**A. General Information**

Applicant is a Delaware limited liability company formed on August 24, 2018. EAE is a direct, wholly owned subsidiary of ExteNet Issuer, LLC, which in turn is wholly owned by ExteNet Guarantor, LLC, which in turn is wholly owned by ESI. ESI is a privately held Delaware corporation and a direct, wholly owned subsidiary of Odyssey Acquisition, LLC (“Odyssey”), a Delaware limited liability company. Odyssey is an indirect, wholly owned subsidiary of Mount

Royal Holdings, LLC (“Parent”), a Delaware limited liability company. Parent has executive offices located at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487. Parent has no majority owner, but rather is owned by multiple private equity firms, an insurance company, and certain individuals in management of ESI.

Founded in 2002, ESI and its subsidiaries (collectively, “ExteNet”) design, build, own and operate distributed networks for use by national and regional wireless service providers (“WSPs”) in key strategic markets in North America. Using fiber-fed distributed antenna systems, small cells, Wi-Fi and other technologies, ExteNet deploys distributed networks to enhance coverage and capacity and enable superior wireless service in both outdoor and indoor environments. Primary markets addressed by ExteNet include outdoor distributed networks in a variety of densely occupied or heavily traveled settings, and venues used for sports and entertainment events, the hospitality industry, commercial buildings, and healthcare facilities. ExteNet also provides private lines or IP-based transport services to other carrier customers.

Collectively, ExteNet currently holds authorizations to provide intrastate telecommunications services in the District of Columbia and every state except Alaska, Iowa, Maine, Montana, North Dakota, Vermont, and Wyoming.<sup>2</sup> In South Carolina, ESI is authorized to provide intrastate local exchange and interexchange telecommunications services pursuant to authority granted in Docket No. 2012-207-C.

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<sup>2</sup> ESI also anticipates seeking authorization to provide telecommunications services in Vermont. ESI subsidiaries that are authorized to provide intrastate telecommunications services in one or more states are: ESI Advanced Wireless Networks, LLC, ExteNet Systems (California) LLC, ExteNet Systems (New York), Inc., ExteNet Systems (Virginia) LLC, Hudson Fiber Network, Inc. and Telecommunication Properties, Inc.

A copy of Applicant's formation documents is attached hereto as **Exhibit A**. A copy of Applicant's Certificate of Authority to Transact Business as a foreign corporation in South Carolina is attached hereto as **Exhibit B**.

**B. Description of Proposed Services**

Applicant seeks authority to provide competitive local exchange telecommunications services. EAE will provide distributed network services (*e.g.*, DAS) to wireless service providers ("WSPs") and other carriers on a wholesale basis. The telecommunications services EAE expects to provide initially will include point-to-point telecommunications services. These services will be offered to WSPs, other telecommunications carriers and communications providers. Applicant will initially utilize its own facilities and network infrastructure to provide service, but also seeks authority to provide service via resale arrangements. EAE does not intend to furnish switched voice services or dial tone and has no immediate plans to provide retail switched voice services, including dial-tone to end-user customers in South Carolina. In the event that Applicant decides to expand its services to include voice services as dictated by marketplace conditions, Applicant will seek such authority at that time. Applicant will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in South Carolina.

Applicant has not yet entered into or requested interconnection/resale agreements in South Carolina as such agreements are not required to provide the services it will offer as described above.

Applicant's proposed tariff, setting forth the terms, conditions, rates, charges and regulations pursuant to which Applicant proposes to provide regulated telecommunications service is provided as **Exhibit C**.

**C. Customer Service**

Applicant's planned service offerings will meet or exceed the Commission's quality of service requirements. In addition, connectivity of Applicant's network will not impair the

statewide public switched network. Applicant will perform network and equipment maintenance necessary to ensure compliance with any quality of service requirements and will comply with all applicable Commission rules, regulations and standards and will provide safe, reliable and high-quality telecommunications services within South Carolina. Customers with complaints or inquiries should contact the Customer Support Center at (866) 892-5327 or [noc@extenetsystems.com](mailto:noc@extenetsystems.com).

Applicant possesses the requisite financial, technical and managerial capabilities to operate as a competitive telecommunications provider as described in further detail below.

**D. Financial Qualifications**

Applicant possesses the requisite financial resources to provide local exchange and competitive intrastate telecommunications service in South Carolina. Given that Applicant does not maintain financial statements separate from the consolidated financial statements of its indirect parent company, ESI, for purposes of this Application, Applicant will rely on the financial statements of ESI to demonstrate Applicant's financial qualification to operate within the State of South Carolina. The most recent audited consolidated financial statements of ESI are provided as **Confidential Exhibit D**. As shown, Applicant is financially qualified to operate within the State of South Carolina.

The financial information provided in **Confidential Exhibit D** is proprietary and confidential. Applicant requests, pursuant to S.C. Code Ann. § 39-9-10, *et seq.*, S.C. Code Ann. § 30-4-40(a)(1), S.C. Code Ann. Regs. 103-804(S)(2), and Commission Order No. 2005-226, that this information be treated confidentially, as it contains sensitive information regarding Applicant's business operations which is not normally subject to inspection by the public, and which, if disclosed, would result in substantial harm to Applicant's competitive position. Concurrent with this Application, Applicant is submitting its *Motion for Protective Treatment of Financial*

*Statements.* As shown in the information provided, Applicant is financially qualified to operate within the State of South Carolina.

**E. Technical and Managerial Qualifications**

Applicant is managerially and technically qualified to provide competitive local exchange and competitive intrastate telecommunications services in South Carolina. Applicant's operations will be directed by its existing corporate management, technical, and operations staffs responsible for the telecommunications operations of Applicant and its affiliates, including its parent, ESI (together, "ExteNet"). Given that EAE and ESI share the same management team, EAE's customers will benefit from that team's knowledge and experience in the South Carolina market. ExteNet's technical and managerial personnel are well qualified to direct the provisioning, delivery, billing and customer service for the proposed services. Biographies of key management personnel of Applicant, who are responsible for the Applicant's operations, are attached as **Exhibit E**. As noted in the biographies, applicant's operations will be overseen by a well-qualified management team with substantial telecommunications experience and technical expertise.

Applicant is a single member-managed limited liability company. The following individuals are directors of Applicant:

Marc Ganzi  
Richard Coyle  
Brian McMullen  
Edward Dunn  
Bernard Angelo  
Kevin Burns

All directors may be reached at Applicant's principal place of business provided above.

**III. WAIVERS AND REGULATORY COMPLIANCE**

Applicant requests that, pursuant to 10 S.C. Reg. 103-601(3), the Commission waive the following Commission Rules:

1. **10 S.C. Reg. 103-610:** Applicant requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant maintains its records at its principal offices in its operational headquarters at 3030 Warrenton Rd., Suite 340, Lisle, IL 605321. As such, maintaining a separate set of books and records in South Carolina for Applicant's South Carolina operations would be unduly costly and burdensome. Applicant states that all such books and records shall be provided to the Commission Staff or the Office of Regulatory Staff ("ORS") in a timely manner upon request, and will also make those books and records available to the Commission Staff or the ORS its offices in Arizona.

2. **10 S.C. Reg. 103-611:** Applicant requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation. Applicant will not be subject to rate base regulation and therefore should not be subject to USOA requirements. Applicant maintains its books in accordance with Generally Accepted Accounting Principles ("GAAP").

3. In addition to the above requested waivers, Applicant reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively in the South Carolina telecommunications market.

4. **Flexible Regulation of Local Exchange Services:** Applicant respectfully requests that its local service offerings be regulated in accordance with procedures outlined in Order No. 98-165 in Docket No. 97-467-C.

5. **Alternative Regulation of Business Service Offerings.** Applicant requests that all of its business service offerings be regulated pursuant to the procedures described and set out



in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States, Inc. ("AT&T"). Specifically, Applicant requests that the Commission:

- a. remove the maximum rate tariff requirements for its business services, private line, and customer network-type offerings;
- b. presume that the tariff filings for these uncapped services be valid upon filing. However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing would be suspended until further order of the Commission; and
- c. grant Applicant the same treatment as AT&T in connection with any future relaxation of the Commission's reporting requirements.

#### **IV. PUBLIC INTEREST CONSIDERATIONS**

The grant of this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services. Applicant's operations will be overseen by a well-qualified management team with substantial telecommunications experience and technical expertise. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service.

The grant of this Application is consistent with S.C. Code Ann. Sec. 58-9-280(B), as amended by 1996 Act No. 354. Applicant makes the following representations:

- a. Applicant possesses the technical, managerial and financial resources sufficient to provide the services described in this application;
- b. Applicant's local exchange services will meet the service standards required by the Commission;
- c. The provision of local exchange services by Applicant will not adversely impact the availability of affordable local exchange service;
- d. Applicant, to the extent required by this Commission, will participate in the support of universally available telephone service at affordable rates;
- e. The provision of local exchange service by Applicant will not adversely impact the public interest.

V. **CONCLUSION**

For the reasons stated above, Applicant respectfully requests that the Commission expeditiously grant this Application for the authority to provide all types of facilities-based and resold local exchange, exchange access and interexchange telecommunications services, and grant EAE's request for alternative and flexible regulation, the waivers described herein.

Respectfully submitted,

By: s/John J. Pringle, Jr.  
John J. Pringle, Jr.  
Adams and Reese, LLP  
1501 Main Street, 5<sup>th</sup> Floor  
Columbia SC 29201  
Tel. 803-343-1270  
jack.pringle@arlaw.com  
*Counsel for ExteNet Asset Entity, LLC*

**LIST OF EXHIBITS**

Exhibit A	–	Formation Documents
Exhibit B	–	Authority to Transact Business
Exhibit C	–	Proposed Tariff
Exhibit D	–	Financial Information - <b>Confidential/Filed Under Seal</b>
Exhibit E	–	Management Biographies
Verification		

**EXHIBIT A**

**Formation Documents**

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF FORMATION OF "EXTENET ASSET ENTITY,  
LLC", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF AUGUST,  
A.D. 2018, AT 8:25 O'CLOCK A.M.



7029085 8100  
SR# 20186335625

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203305862  
Date: 08-24-18

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 08:23 AM 08/24/2018  
FILED 08:25 AM 08/24/2018  
SR 20186335625 - File Number 7029085

**CERTIFICATE OF FORMATION**

**OF**

**EXTENET ASSET ENTITY, LLC**


This Certificate of Formation of ExteNet Asset Entity, LLC (the "LLC"), dated as of August 24, 2018, has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, *et seq.*).

FIRST. The name of the limited liability company formed hereby is ExteNet Asset Entity, LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware are Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

  
Name: Douglas R. Newkirk  
Authorized Person

**EXHIBIT B**

**Authority to Transact Business**

Filing ID: 210805-1150272

Filing Date: 08/05/2021

**STATE OF SOUTH CAROLINA  
SECRETARY OF STATE**

**APPLICATION FOR A CERTIFICATE OF AUTHORITY BY A FOREIGN LIMITED LIABILITY COMPANY  
TO TRANSACT BUSINESS IN SOUTH CAROLINA**

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 S.C. Code of Laws, as amended.

1. The name of the foreign limited liability company which complies with Section 33-44-1005 of the 1976 S.C. Code of Laws, as amended is:

ExteNet Asset Entity, LLC

2. The name of the State or Country under whose law the company is organized is Delaware

3. The street address of the Limited Liability Company's principal office is  
3030 Warrenville Road, Suite 340

(Street Address)

Lisle, Illinois 60532

(City, State, Zip Code)

4. The address of the Limited Liability Company's current designated office in South Carolina is  
508 Meeting Street

(Street Address)

West Columbia, South Carolina 29169

(City, State, Zip Code)

5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is  
508 Meeting Street

(Street Address)

West Columbia

(City)

South Carolina 29169

(Zip Code)

And the name of the Limited Liability Company's agent for service of process at the address is:

Corporation Service Company

(Name)

(Signature of Agent)

6. ☐ Check this box only if the duration of the company is for a specified term, and if so, the period specified



ExteNet Asset Entity, LLC

Name of Limited Liability Company

7. ☐ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager.

(a)

(Name)

(Address)

(City, State, Zip Code)

(b)

(Name)

(Address)

(City, State, Zip Code)

8. ☐ Check this box if one or more of the members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 S.C. Code of Laws, as amended.

Date: 08/05/2021

Signed as Authorized Signature: H. Anthony Lehv

Signature

H. Anthony Lehv

Name

Senior Vice President

Capacity/Title

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "EXTENET ASSET ENTITY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTH DAY OF AUGUST, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "EXTENET ASSET ENTITY, LLC" WAS FORMED ON THE TWENTY-FOURTH DAY OF AUGUST, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



7029085 8300

SR# 20212898299

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203850184

Date: 08-05-21

**EXHIBIT C**

**Proposed Tariff**

**Tariff Schedule Applicable**  
**INTRASTATE DEDICATED POINT-TO-POINT SERVICES**  
**of**  
**EXTENET ASSET ENTITY, LLC**

**WITHIN THE STATE OF SOUTH CAROLINA**

**Applying to Dedicated Point-To-Point Communications Services Between Points in the State of South  
Carolina, and Containing Rates, Rules and Regulations Governing Service**

**NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES**

The Public Service Commission of South Carolina ("Commission" or "SCPSC") requires that each telephone company's Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Binder 26, Chapter 103, and Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Sub article 1 – General

Sub article 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Sub article 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Sub article 4 – Engineering

Sub article 5 – Inspection and Tests

Sub article 6 – Standards and Quality of Service

Sub article 7 – Safety

Sub article 8 – Telecommunication Relay Service Advisory Committee

Issued: August \_\_, 2021

Effective: \_\_\_\_\_

Issued By:  
H. Anthony Lehv  
Senior Vice President & Secretary

**CHECK SHEET**

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet	Number of Revision	Sheet	Number of Revision	Sheet	Number of Revision
1	Original *	26	Original *		
2	Original *	27	Original *		
3	Original *	28	Original *		
4	Original *	29	Original *		
5	Original *	30	Original *		
6	Original *	31	Original *		
7	Original *	32	Original *		
8	Original *	33	Original *		
9	Original *	34	Original *		
10	Original *	35	Original *		
11	Original *	36	Original *		
12	Original *	37	Original *		
13	Original *	38	Original *		
14	Original *	39	Original *		
15	Original *	40	Original *		
16	Original *	41	Original *		
17	Original *				
18	Original *				
19	Original *				
20	Original *				
21	Original *				
22	Original *				
23	Original *				
24	Original *				
25	Original *				

\* Included in this filing

Issued: August \_\_, 2021

Effective: \_\_\_\_\_

Issued By:  
H. Anthony Lehv  
Senior Vice President & Secretary

**TARIFF FORMAT**

This tariff is divided into the following major sections:

- Section 1: Definitions
- Section 2: General Regulations
- Section 3: Rules
- Section 4: Rate Schedules

- A. Sheet Numbering:** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would 14.1.
- B. Sheet Revision Numbers:** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the South Carolina Public Service Commission. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc., the South Carolina Public Service Commission follows in its tariff approval process, the most current sheet number on file with the South Carolina Public Service Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence:** There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.
  - 2.1.1
  - 2.1.1.1
  - 2.1.1.1.1
  - 2.1.1.1.1.1
  - 2.1.1.1.1.1.1
- D. Check Sheets:** When a tariff filing is made with the South Carolina Public Service Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

Issued: August \_\_, 2021

Effective: \_\_\_\_\_

Issued By:  
H. Anthony Lehv  
Senior Vice President & Secretary

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Issued: August \_\_, 2021

Effective: \_\_\_\_\_

Issued By:  
H. Anthony Lehv  
Senior Vice President & Secretary



**Application of Tariff**

This tariff sets forth all effective rates and rules together with information relating to ExteNet Asset Entity, LLC (referred to herein as "Company" or "EAE").

EAE has been granted authority by the South Carolina Public Service Commission to provide competitive intrastate wholesale facilities-based telecommunications services within the State of South Carolina. This Tariff is on file with the PURA and copies may be inspected during normal business hours at the Company's principal place of business.

At the present time, EAE is only offering its services to carriers. Service is not offered or available for purchase by residential and/or business end users.

This tariff will be maintained and made available for inspection by any Customer at the Company's principal business office located at 3030 Warrenville Rd., Suite 340 Lisle, IL 60532.

**EXPLANATION OF SYMBOLS**

- (C) To signify changed listing, rule, or condition that may affect rates or charges
- (D) To signify discontinued material, including listing, rate, rule or condition
- (I) To signify increase
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) To signify new material including listing, rate, rule or condition
- (R) To signify reduction
- (S) To signify reissued regulations
- (T) To signify change in text but not change in rate, rule or condition
- (Z) To signify a correction

Issued: August \_\_, 2021

Effective: \_\_\_\_\_

Issued By:  
H. Anthony Lehv  
Senior Vice President & Secretary

**SERVICE AREA**

The Company's services are available throughout the State of South Carolina, subject to the ability of the Company to construct and maintain facilities that are required in order to provide service to a requesting Customer or prospective customer.

Issued: August \_\_, 2021

Effective: \_\_\_\_\_

Issued By:  
H. Anthony Lehv  
Senior Vice President & Secretary

**SECTION 1: DEFINITIONS**

**Business Hours:** The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday, excluding Holidays.

**Business Office:** The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 3030 Warrenville Road, Suite 340 Lisle, IL 60532.

**Common Carrier:** An authorized company or entity providing telecommunications services to the public.

**Company:** The term "Company" means ExteNet Asset Entity, LLC.

**Commission:** Refers to the South Carolina Public Service Commission.

**Competitive Local Carrier:** A Common Carrier authorized to provide services within exchange areas.

**Customer:** The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Customer Premises:** A location designated by the Customer for the purposes of connecting to the Company's services.

**Dark Fiber:** Unactivated optical fiber deployed without optoelectronics and through which no light is transmitted and no signal is carried.

**Dim Fiber:** Unactivated optical fiber deployed with optoelectronics on one end owned by the Customer, and on one end owned by the Company, and which may carry signals.

**Delinquent or Delinquency:** An account for which payment has not been made in full on or before the last day for timely payment.

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**SECTION 1: DEFINITIONS (cont'd.)**

**Distributed Antenna System ("DAS"):** As used by Company, a network of components that input an RF signal from Customer equipment located at a Head End, convert it to an optical signal, transport it on fiber optic facilities to one or more remote locations, and then re-convert it back to an RF signal that is transmitted from an antenna at the remote location. This network is bi-directional, and the same components input an RF signal from an antenna at the remote location, convert it to an optical signal, transport it on fiber optic facilities to a Head End, and then re-convert it back to an RF signal that is handed off to Customer equipment located at a Head End.

**Head End:** A physical location, building or structure used to house the Company equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.

**Holiday:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

**Individual Case Basis ("ICB"):** Customer-specific arrangements that may vary from tariff in rates, terms and/or conditions according to Customer-specific requirements and service-specific parameters and requirements of the PURA.

**Interruption:** The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this tariff or by applicable law.

**Interexchange Carrier:** A Common Carrier authorized to provide services between exchange areas.

**Lambda:** A specific wavelength on a fiber optic system.

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**SECTION 1: DEFINITIONS (cont'd.)**

**Non-Business Hours:** The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and all day Saturday, Sunday, and Holidays.

**Nonrecurring Charges:** Charges to the Customer for services and equipment, assessed by the Company once, usually at the origination or termination of services, and/or installation of equipment.

**ORS:** The "ORS" means the South Carolina Office of Regulatory Staff.

**Permanent Virtual Circuit ("PVC"):** A bi-directional transmission path of variable bandwidth that carries RF traffic between a Company Head End and one or more remote Point(s) of Presence, provisioned on a Company-provided DAS.

**Point of Presence:** A physical location at the remote end (i.e., non-Head End) of a PVC that hosts Company and/or Customer RF/optical conversion, fiber interconnect, and/or multiplexing equipment that is connected to the fiber optic system carrying the PVC.

**Recurring Charges:** Monthly, quarterly or other periodic charges to the Customer for services and equipment, which continue for the agreed-upon duration of the service.

**RF:** Radio Frequency.

**SONET:** Synchronous Optical Network standard for optical telecommunications transport services developed by the American National Standards Institute.

**Service:** Any service or services, singly or in any combination, offered pursuant to the terms of this tariff.

**Telecommunications:** The transmission of voice and/or data communications between two points.

**Timely Payment:** A payment on Customer's account made on or before the due date.

**Term Agreement:** An agreement between the Company and the Customer for a fixed period of time.

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**SECTION 2: GENERAL REGULATIONS****2.1 LIABILITY**

- 2.1.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- 2.1.2 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- 2.1.3 The Company shall be indemnified and saved harmless by the customer or Customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from, combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.
- 2.1.4 Neither the Company, nor any concurring, connecting or other participating carrier shall be liable for any act or omission of any other company or companies furnishing a portion of such service.
- 2.1.5 The Company is not responsible to the customer, authorized user, joint user, sharer of service or patron of a reseller for injuries or damages to persons or property arising from the existence of customer-provided power supply.

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**SECTION 2: GENERAL REGULATIONS (cont'd.)**

2.1.6 Prior to offering Directory Services, the Company shall revise this tariff according to the Commission's procedures to include the limits of its liability relating to errors or omissions in telephone numbers and directories.

2.1.7 The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

**2.2 LIMITATIONS OF SERVICE**

2.2.1 Service requested by Customers is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Subject to Commission approval, the Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

2.2.4 Subject to Commission approval, the Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.2.5 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

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**SECTION 2: GENERAL REGULATIONS (cont'd.)****2.3 USE OF SERVICE**

- 2.3.1 Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.3.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

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**SECTION 2: GENERAL REGULATIONS (cont'd.)****2.4 RESPONSIBILITIES OF THE CUSTOMER**

The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal and interconnection equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features.

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**SECTION 2: GENERAL REGULATIONS (cont'd.)****2.5 SPECIAL ARRANGEMENTS AND CONSTRUCTION**

Special construction charges will apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Tariff.

Where the Company furnishes a facility or service under a special arrangement or special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) monthly recurring charges; (3) termination liabilities; or (4) combinations thereof.

**2.5.1 Basis for Cost Computation**

Costs for special construction may include one or more of the following items to the extent they are applicable:

2.5.1.1 Cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs may include:

- (a) installation of equipment and materials provided or used;
- (b) engineering, labor and supervision during construction;
- (c) transportation of materials; and
- (d) rights of way required for transmission facilities;

2.5.1.2 Cost of maintenance;

2.5.1.3 Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

2.5.1.4 Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

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**SECTION 2: GENERAL REGULATIONS (cont'd.)****2.5 SPECIAL ARRANGEMENTS AND CONSTRUCTION (cont'd.)****2.5.1. Basis for Cost Computation (cont'd.)**

2.5.1.5 License preparation, processing and related fees;

2.5.1.6 Tariff preparation, processing and other related regulatory fees;

2.5.1.7 Any other identifiable costs related to the facilities provided; and

2.5.1.8 An amount for return and contingencies.

**2.5.2 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer, whether or not the Company has begun providing service.

2.5.2.2 The termination liability period is the estimated service life of the facilities provided.

2.5.2.3 The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 2.5.1 above.

2.5.2.4 The applicable termination liability will be calculated based on the following:

2.5.2.4.1 Multiplying the sum of the amounts determined as set forth in Section 2.5.1 above by a factor related to the unexpired period of liability and the discount rate for return and contingencies.

2.5.2.4.2 The amount determined in Section 2.5.1 above shall be adjusted to reflect the predetermined estimate net salvage, if any, including any reuse of the facilities provided.

2.5.2.4.3 The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.

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**SECTION 2: GENERAL REGULATIONS (cont'd.)****2.6 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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**SECTION 3: RULES****3.1 DESCRIPTION OF SERVICE**

Service is offered for dedicated point-to-point circuits on a Distributed Antenna System pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules of this tariff. Service is not offered or available for purchase by residential and/or business end users.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities.

Services are offered via the Company's facilities (whether owned, leased, or under contract) where available in combination with resold services provided by other certificated carriers.

The Company does not offer residential or business exchange services at this time. Prior to offering such services, the Company will secure all required authorizations from the Commission for the provision of such services, if any, and revise this tariff according to Commission requirements applicable to the offering of such services.

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**SECTION 3: RULES (cont'd.)****3.2 APPLICATION FOR SERVICE AND CANCELLATION OF APPLICATION**

**3.2.1** Applicants must initiate service with the Company pursuant to a completed and signed written service order, or may make a request orally. Prior to finalizing a written agreement for services, the Company will inform Customer of all rates and charges for the desired services and any other rates or charges that will appear on the Customer's first bill.

In addition, within 10 days of initiating service, the Company will provide a new Customer a written statement of all material terms and conditions affecting what the Customer will pay for services provided by Company.

The Company shall provide applicants who are denied service for failure to establish credit or pay a deposit the reason for the denial in writing within 10 days of the service denial.

**3.2.2 Cancellation of Application for Service**

Where the applicant cancels an application for service prior to the receipt of final order confirmation, or prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply. Such charges will be calculated on a case-by-case basis.

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**SECTION 3: RULES (cont'd.)****3.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this tariff as and to the extent required by the Commission.

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**SECTION 3: RULES (cont'd.)****3.4 ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT**

Company may require Customer or potential Customer to provide information pertaining to its financial ability to pay for service. Company may deny service to Customers who do not provide the requested information or who fail to meet Company's financial criteria, unless the Customer is willing to pay a deposit based upon the rules contained in this tariff. If service was discontinued for non-payment of charges, the Company may request additional information from the Customer, and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

**3.4.1 Credit Information and Deposits**

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the Customer:

- (a) Provides credit history acceptable to the Company; or
- (b) Provides a cosigner or guarantor with credit history acceptable to the Company in order to establish credit for service.

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**SECTION 3: RULES (cont'd.)****3.5 DEPOSITS****3.5.1 History of Late Payments**

The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer, to be held by the Company as a guarantee of the payment of rates and charges. The Company reserves the right to review a Customer's credit history at any time as part of the Company's determination of whether a deposit is required. No such deposit will be required of a Customer that has established credit and has no history of late payments to the Company.

**3.5.2 Deposit Amount**

A deposit will be no greater than twice the estimated average monthly bill for the class of service requested. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. If the amount of a deposit is proven to be less than required to meet the requirements specified above, due to non-payment, disconnection or both, the Customer shall be required to pay an additional deposit upon request. Simple interest will be credited or paid to the Customer at the rate prescribed by the Commission while the Company holds the deposit. Interest shall be accrued annually and payment made to the Customer annually or at least every two (2) years and at the time that the deposit may be returned.

**3.5.3 Return of Deposit**

The Customer shall be apprised that after two years of service the account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff and S.C. Code §103-621.5, the deposit shall be refunded in full.

At such time as the provision of the service to the Customer is terminated, the Company will return the deposit within 30 days after discontinuance of service or after 12 months of service, whichever occurs first. Interest will accrue on the amount deposited. The Company will credit such interest rates of 1.5% to each depositor by paying such interest in cash or deducting it from the amount of a bill for service.

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**SECTION 3: RULES (cont'd.)****3.6 NOTICES**

Notices provided to the Customer by the Company shall be as follows:

**3.6.1 Rate Information**

Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer. Notice of rate increases and/or more restrictive term or condition of service shall be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change or on the date when the Company submits the advice letter filing, requesting approval of such change, to the Commission, whichever date is earlier. The notice must describe the current and proposed rates, charges, terms or conditions, as appropriate. Such notice may be accomplished via one or more combination(s) of the following means: bill inserts, notice printed on bill, or separate notice sent first class mail (or by email to customer who receives bills from the Company by email). Notice by first class mail is complete when deposited in the mail; and notice by email is complete upon successful transmission. No Customer notice shall be required for rate decreases.

**3.6.2 Discontinuance of Service Notice****3.6.2.1 Notice by Customer**

Customer is responsible for notifying the Company of its desire to discontinue service on or before the date of disconnection. Such notice must be in writing or may be orally by contacting the Company by phone.

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**SECTION 3: RULES (cont'd.)****3.6 NOTICES (cont'd.)****3.6.2.2 Notice by Company**

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than seven (7) calendar days prior to termination. Each notice shall include all of the following information:

- (a) The name and address of the Customer whose account is delinquent.
- (b) The amount that is delinquent.
- (c) The date when payment or arrangements for payment are required in order to avoid termination.
- (d) The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

**3.6.2.3 Rules for Company Notices**

Notices the Company sends to Customers, or the Commission, shall be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

**3.6.2.4 Change in Ownership or Identity Notice**

The Company shall notify Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

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**SECTION 3: RULES (cont'd.)****3.7 RENDERING AND PAYMENT OF BILLS**

The Customer is responsible for payment of all charges for services and equipment furnished by the Company to the Customer. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent upon presentation of the bill. Any objections to billed charges must be reported to the Company or its billing agent within 3 years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent circumstances exist that reasonably indicates that such changes are appropriate.

Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided for the minimum service term.

The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's network.

Billing is past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a maximum of 1.5 percent late payment charge for the unpaid balance, brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty ~~or the maximum allowable under state law.~~ The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

The name(s) of the Customer(s) desiring to use service must be set forth in the application for service.

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**SECTION 3: RULES (cont'd.)****3.7 RENDERING AND PAYMENT OF BILLS (cont'd.)****3.7.1 Collection Fees & Expenses**

In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company. In any legal dispute between the Customer and the Company, the nonprevailing party may be liable for court costs and attorney fees as determined by the court or the Commission.

**3.7.2 Bill Payment**

Bills are due and payable on the date of presentation. A late payment charge may be applied if payment is not received by the Company on or before the late payment date that shall be prominently displayed on the Customer's bill. The late payment date will be at least 15 days after the date of presentation on the billing envelope. The Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly. Late payment charges do not apply to government agencies of the State of South Carolina.

**3.7.3 Surcharges**

In addition to other sales and usage taxes, the Company will add to Customer's bill certain federal, state and local surcharges.

**3.7.4 Previous Charges On Bill**

A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill.

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**SECTION 3: RULES (cont'd.)****3.8 DISPUTED BILLS**

A customer may dispute charges and seek a credit for bills paid to the Company within two years of billing, commencing five (5) days after remittance of the bill. Billing disputes should be addressed to Company's customer service organization via telephone or in writing. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be resolved with mutual satisfaction, the Customer may make the arrangements set forth below. Company will also advise the Customer in writing of the Commission's formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company's written findings to the Customer, the Customer may appeal to the Commission's ORS in writing or orally within ten (10) days of the date the Company mailed its findings to the Customer. The Commission's contact information is noted as follows:

South Carolina Office of Regulatory Staff  
Consumer Services Division  
1401 Main Street, Suite 900  
Columbia, SC 29201  
1-803-737-5230 or Toll Free: 1-800-922-1531

The ORS will review the claim regarding the disputed amount, communicate the results of its review to the Customer and Company and require disbursement according to those results.

**3.8.1 Company Investigation**

The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount. After the investigation and review are completed by Company, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or service will be interrupted.

**3.8.2 Undisputed Portion of Bill**

The undisputed portion of the bill, and subsequent bills must be paid by the "Due By" date (no sooner than 15 days of the date of presentation) shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described herein, the service may be subject to disconnection so long as the Company has notified the Customer by written notice of such delinquency and impending termination.

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### **SECTION 3: RULES (cont'd.)**

#### **3.8 DISPUTED BILLS (Cont'd.)**

##### **3.8.2 Undisputed Portion of Bill (Cont'd.)**

The Company will not suspend/terminate the Customer's service for nonpayment as long as the Customer complies with the procedures of this section.

In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not suspend service prior to the payment due date as shown on the bill.

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**SECTION 3: RULES (cont'd.)****3.9 DISCONTINUANCE AND RESTORATION OF SERVICE****3.9.1 Cancellation of Service**

The Customer may have service discontinued upon verbal written notice to the Company on or before the date of disconnection. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a Term Agreement.

At the expiration of the initial term specified in Customer's Service Order, or any extension thereof, service shall continue month-to-month at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay charges incurred under the Service Order or this tariff prior to termination.

**3.9.2 The Company may discontinue service to the Customer by providing seven (7) days written notice for:**

- (a) Violations of any regulation governing the service under this tariff.
- (b) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
- (c) Non-payment of bills for telephone service.
- (d) Neglect or refusal to provide the Company reasonable access for the purpose of inspection and maintenance of equipment owned by the Company.
- (e) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (f) Without notice to the Customer in the event of a hazardous or dangerous condition when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur.
- (g) Without notice, in the event of unauthorized use.
- (h) without notice, in the event that the Customers use of equipment adversely affects service to others

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**SECTION 3: RULES (cont'd.)****3.9 DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd.)****3.9.3 Fraudulent Use**

The Company may discontinue service to the Customer without notice in the event of Customer's unauthorized or fraudulent use of the service, or for providing false credit information.

**3.9.4 Re-establishment of Credit Worthiness**

Service may be restored after discontinuance for nonpayment if the Customer establishes credit worthiness. Customer whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to the Company and may be required to pay reconnect charges.

**3.9.5 Fraud**

The Company reserves the right to refuse to re-establish service to Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

**3.9.6 Termination Liability**

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

- (a) One hundred percent (100%) of the unpaid monthly recurring charges applicable to the remaining portion of the term; or
- (b) The difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

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**SECTION 3: RULES (cont'd.)**

**3.9 DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd.)**

**3.9.7 Service may be discontinued for nonpayment of bills provided:**

- (a) The bill has not been paid by the due date shown on the bill;
- (b) Notice of the proposed discontinuance is provided pursuant to this section 3.9 and
- (c) Service is not initially discontinued on any Saturday, Sunday, a Holiday, or any other day Company service representatives are not available to serve Customers.

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**SECTION 3: RULES (cont'd.)**

**3.10 INFORMATION TO BE PROVIDED THE PUBLIC**

The Company's tariffs are available for inspection and information regarding the Company's service is available upon request and open to public inspection by inquiring in person or writing to:

ExteNet Asset Entity, LLC  
3030 Warrenville Road, Suite 340  
Lisle, IL 60532

All optional rate plans will be filed with and approved by the Commission prior to the actual offering. Customers may call 630-932-2900 to order or change a service.

**3.11 TEMPORARY SERVICE**

From time to time, the Company may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Customer use of such temporary service will be subject to the rates and regulations provided in this tariff.

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**SECTION 3: RULES (cont'd.)****3.12 CONTINUITY OF SERVICE****3.12.1 Limitations of Liability**

The Company concurs with the limitations of liability as set forth in the franchised local exchange carrier's tariff on file with the Commission, as it is modified from time to time and as applicable to the services being rendered by the Company.

**3.12.2. Service Interruptions and Credits**

Credit allowance for interruptions of service which are not due to the Company's planned testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer are subject to Section 3.12.1 above. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, within its control, and is not in wiring or equipment connected to the terminal of Company. Planned service outages or interruptions of service, including but not limited to maintenance or testing, shall be made during a period of time that will cause minor, if any, disruptions to and will not unreasonably inconvenience Customers. Planned interruptions of service shall also be communicated to the Customer prior to their occurrence.

**3.12.3 Emergencies**

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**3.12.4 Prorated Bills**

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

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**SECTION 3: RULES (cont'd.)****3.13 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER'S PREMISES****3.13.1 Provisioning Services**

Service furnished by the Company may be interconnected with services or facilities of other Common Carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other Common Carriers.

**3.13.2 Interconnection**

Interconnection with the facilities or services of other Common Carriers shall be under the applicable terms and conditions of the other Common Carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer—provided terminal equipment or communications systems with the Company's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

**3.13.3 Customer Equipment**

Company's facilities and service may be used with or terminated in Customer-provided connections, terminal equipment and/or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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**SECTION 3: RULES (cont'd.)****3.14 DEMARCATION POINT****3.14.1 Network Demarcation Point**

The Company will provide facilities, equipment, and services to its network demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the network demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's network demarcation point. Customer requested services beyond the network demarcation point may be provided by the Company at the Customer's expense.

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**SECTION 4: RATE SCHEDULES****4.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT ("PVC") TRANSPORT SERVICE****4.1.1 Service Description**

Dedicated Point-To-Point PVC Transport Service is available on the Company's Distributed Antenna Systems. Dedicated Point-To-Point PVC Transport Service begins at a Company Head End. Customers are responsible for providing or obtaining circuits to connect from their networks to the Company Head End. The Head End contains Customers' circuit terminating equipment, Base Transceiver Station and related peripheral equipment, as well as Company's and/or Customer's RF/Optical conversion equipment. The RF/Optical conversion equipment converts Customers' RF signals into optical signals, and places those signals into a PVC that traverses Company DAS network facilities between the Head End and one or more Points of Presence ("POPs").

**4.1.2 Monthly Recurring Rate Elements**

The following monthly recurring rate elements apply to Dedicated Point-To-Point PVC Transport Service:

**4.1.2.1 Signal Conversion Rate**

Signal Conversion Rates apply where Company owns the RF/optical conversion equipment. Signal Conversion Rates are not applicable when the Customer owns the RF/optical conversion equipment.

**4.1.2.1.1 Local Signal Conversion Rate**

A Local Signal Conversion Rates applies when the RF/optical conversion equipment located at the Head End is owned and operated by Company.

**4.1.2.1.2 Remote Signal Conversion Rates**

Remote Signal Conversion Rates apply when the RF/optical conversion equipment located at the POPs distributed throughout a Company network is owned and operated by Company.

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**SECTION 4: RATE SCHEDULES (cont'd.)****4.1.2.2 Committed Information Rate**

The Committed Information Rate ("CIR") of a PVC is the amount of bandwidth selected by Customer to carry the RF traffic that is optically converted and transported over the Company DAS network, stated in MegaHertz ("MHZ") and made available in Tiers (increments) of 5 MHZ to 60 MHZ per PVC.

**4.1.2.3 Permanent Virtual Circuit ("PVC") Rate Elements**

PVC Rate Elements relate to both the physical layer and the bandwidth required to create a PVC to transport Customer's CIR from the Head End to one or more POPs on the Company DAS network. The rate elements that will apply depend on the type of optical conversion and multiplexing methodology used to aggregate one or more Customer CIR Tiers over a PVC to one or more POPs.

**4.1.2.4 Dedicated Strand Charge**

The Dedicated Strand Charge applies to PVCs utilizing one or more dim or dark fibers between the Head End and the POP(s).

**4.1.2.5 Wave Division Multiplexed ("WDM") Charge**

The WDM Charge applies to PVCs utilizing one or more lambdas engineered with WDM technology and equipment on a fiber between the Head End and the POP(s). The WDM charge applies to all current and future variations of WDM, including but not limited to Coarse Wave and Dense Wave Division Multiplexing in both analog and digital transport topologies.

**4.1.2.6 SONET Ring Charge**

The SONET Ring Charge applies to a PVC deployed on a SONET ring network configuration, using Dedicated Strand(s) or WDM, engineered in a point to multi-point configuration. SONET Ring PVCs may be provisioned using customary add/drop, physical interconnect or WDM technology for both originating and terminating traffic, from a head end to one or more POPs connected to the SONET Ring.

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#### **SECTION 4: RATE SCHEDULES (cont'd.)**

##### **4.1.2.7 Add/Drop Charges**

Add/Drop charges apply to each POP requested by Customer on a SONET Ring or point to multi-point PVC.

##### **4.1.3 Non-Recurring Rate Elements**

The following non-recurring rate elements may apply to Dedicated Point-To-Point PVC Transport Service:

###### **4.1.3.1 Lateral Construction Charge**

A Lateral Construction Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of construction of the lateral and/or building riser facilities cannot reasonably be recovered by Company over the expected duration of service to Customer.

###### **4.1.3.2 Lateral Connection Charge**

A Lateral Connection Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of (i) interconnecting to circuits or facilities not owned by Company, and/or (ii) non-standard interconnection requested by Customer, cannot reasonably be recovered by Company over the expected duration of service to Customer.

###### **4.1.3.3 Network Connection Charge**

A Network Connection Charge applies where Company provides certain specified network integration and connection services to integrate and optimize the physical and virtual connections between Company and Customer equipment.

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**SECTION 4.: RATE SCHEDULES (cont'd.)****4.1.4 Rates**

<b><u>PVC RATE ELEMENT</u></b>	<b><u>MONTHLY RECURRING CHARGE</u></b>	<b><u>CHARGING BASIS</u></b>
<b><u>SIGNAL CONVERSION RATES</u></b>		
Local Signal Conversion Rate )	\$500.00	Per Month Per POP
Remote Signal Conversion Rate	\$2,000.00	Per Month Per POP
<b><u>COMMITTED INFORMATION RATES</u></b>		
Tier 1: 5 MHZ	\$2,000.00	Per Month Per POP
Tier 2: 10 MHZ	\$2,275.00	Per Month Per POP
Tier 3: 15 MHZ	\$2,425.00	Per Month Per POP
Tier 4: 20 MHZ	\$2,575.00	Per Month Per POP
Tier 5: 25 MHZ	\$2,725.00	Per Month Per POP
Tier 6: 30 MHZ	\$2,875.00	Per Month Per POP
Tier 7: 35 MHZ	\$3,025.00	Per Month Per POP
Tier 8: 40 MHZ	\$3,175.00	Per Month Per POP
Tier 9: 45 MHZ	\$3,325.00	Per Month Per POP
Tier 10: 50 MHZ	\$3,475.00	Per Month Per POP
Tier 11: 55 MHZ	\$3,625.00	Per Month Per POP
Tier 12: 60 MHZ	\$3,775.00	Per Month Per POP
<b><u>PERMANENT VIRTUAL CIRCUIT ELEMENTS</u></b>		
Dedicated Fiber Strand	\$5,200.00	Per Month Per Strand
WDM	\$3,900.00	Per Month Per POP
SONET Ring	\$2,080.00	Per Month Per Ring
Add / Drop	\$625.00	Per Month Per Drop
<b><u>NON-RECURRING ELEMENTS</u></b>		
<b><u>NON-RECURRING CHARGES</u></b>		
Lateral Construction Charge	\$200,000.00	Per POP
Lateral Connection Charge	\$30,000.00	Per POP
Network Connection Charge	\$100,000.00	Per Network

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**SECTION 4: RATE SCHEDULES (cont'd.)****4.2 SCHEDULE 2: COLLOCATION****4.2.1 Service Description**

Collocation service allows a Customer to place Customer's telecommunications equipment on certain of the Company's premises and within space allocated at the Company's Head Ends, in designated locations at such premises. Collocation shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment.

**4.2.2 Non-Recurring and Monthly Recurring Rates**

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**SECTION 4: RATE SCHEDULES (cont'd.)****4.3 SCHEDULE 3: SPECIAL CONSTRUCTION****4.3.1 Service Description**

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance, Special Construction is undertaken:

- (a) where facilities are not presently available,
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

**4.3.2 Non-Recurring and Monthly Recurring Rates**

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**SECTION 4: RATE SCHEDULES (cont'd.)****4.4 SCHEDULE 4: TIME AND MATERIALS SERVICE****4.4.1 Service Description**

This service provides for the Time and Materials charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Materials Charges listed below shall apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Materials Charges will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**4.4.2 Non-Recurring and Monthly Recurring Rates**

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**EXHIBIT D**

**Financial Statements**

**[CONFIDENTIAL/FILED UNDER SEAL]**

## **EXHIBIT E**

### **Management Biographies**

#### **Richard Coyle, President and Interim Chief Executive Officer**

Richard Coyle has over twenty years of growing and improving the operational, financial and market position of businesses.

Prior to his role with ExteNet, Mr. Coyle served as Operating Partner for Fiber at Digital Bridge Holdings LLC, where was responsible for executing the firm's investments in global fiber networks and lending his operations expertise to the businesses. Previously, Mr. Coyle served as Senior Vice President of Network Operations at Wilcon, a fiber and data center infrastructure solutions provider, where he built the company into a leading fiber provider for Los Angeles-serving enterprises, carriers and dark fiber customers.

Before joining Wilcon, Mr. Coyle was Senior Vice President of Operations at Zayo Group where he led operations for their metro fiber networks throughout the United States. He has also held management roles at American Fiber Systems, IDACOMM and Sierra Pacific Resources.

Mr. Coyle graduated from City University of New York-Queens College with a degree in Accounting.

#### **H. Anthony Lehv, Senior Vice President & Secretary**

H. Anthony Lehv joined ExteNet in 2016 and has brought extensive legal skills and experience to the company, with more than 20 years as a telecommunications and business lawyer in private practice and corporate law departments. Mr. Lehv was most recently a Partner in the telecommunications and real estate practice at Prince, Lobel & Tye, a Boston-based law firm, where he represented tower companies and DAS and small cell providers. He previously served as the General Counsel and Corporate Secretary at NextG Networks through its sale to Crown Castle in 2012. In addition, Anthony was a Senior Vice President and Associate General Counsel with American Tower Corporation from 2001 to 2011. Mr. Lehv began his career as an attorney in private practice in Washington, D.C. representing telecommunications and media companies. Mr. Lehv received his JD summa cum laude from The American University Washington College of Law and his BA in History from the University of Michigan.

STATE OF Illinois  
COUNTY OF DuPage

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### VERIFICATION

I, H. Anthony Lehv, state that I am the Senior Vice President and Secretary of ExteNet Systems, Inc. ("ESI") and ExteNet Asset Entity, LLC ("EAE"); that I am authorized to make this Verification on behalf of ESI and its subsidiaries, including EAE; that the foregoing filing was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information, and belief.



H. Anthony Lehv  
Senior Vice President and Secretary  
ExteNet Systems, Inc.  
ExteNet Asset Entity, LLC

Sworn and subscribed before me this 18 day of August, 2021.

  
\_\_\_\_\_  
Notary Public

My commission expires Nov 8 2021